

Lockheed Martin Space Systems
1111 Lockheed Martin Way
Sunnyvale, CA 94089



January 7, 2010

Craig Whitenack, Civil Investigator
United States Environmental Protection Agency
Region IX, Southern California Field Office
600 Wilshire Avenue, Suite 1420
Los Angeles, California 90017

**Re: Lockheed Martin Corporation Section 104(e) Comprehensive
Environmental Response, Compensation & Liability Act
("CERCLA") Response to Information Request for the Yosemite
Creek Superfund Site**

Mr. Whitenack,

This letter responds to the Environmental Protection Agency's ("EPA") Request for Information, dated October 15, 2009, issued pursuant to CERCLA section 104(e) in connection with the Yosemite Creek Superfund Site (the "Request" or "RFT"). The Request has been issued to the Lockheed Missiles & Space Company pursuant to EPA's February 21, 2008 General Notice of Potential Liability ("General Notice") as a potentially responsible party for the clean-up of the Yosemite Creek site (the "Site") through alleged release of certain substances from the up-gradient Bay Area Drum facility once located at 1212 Thomas Avenue, San Francisco, CA (the "BAD Site"). Lockheed Martin Missiles & Space Company was a potentially responsible party in the former Bay Area Drum clean-up action by the California Department of Toxic Substance Control ("DTSC") in the early 1990s.

In responding to the RFI, Lockheed Martin Corporation has undertaken a diligent and good faith search for, and review of, documents and information in its possession, custody or control and that are relevant to this matter. Lockheed Martin Corporation, the successor in interest to Lockheed Missiles & Space Company, Inc. ("LMSC"), provides the following response to the Request, subject to the following objections.

Summary of Available Information and Lockheed Martin Response

As the EPA knows, DTSC conducted an extensive investigation of the BAD Site and Lockheed Martin's connection with the BAD Site. Lockheed Martin understands that EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent

that EPA is not in possession of these files, they are readily available to EPA from DTSC. The DTSC files contain Lockheed Martin's Response to DTSC's information request, among other documents. Lockheed Martin has not identified any additional documents related to the BAD Site or the Site that have not been previously collected by DTSC as part of its investigation.

In providing its response to the Request, Lockheed Martin has relied extensively on records obtained in or about 1992 from the DTSC in connection with the BAD Site and the Bay Area Drum clean-up. These documents are anywhere from 25 to 29 years old and are the only documentation of any Lockheed Martin activity connected to the BAD Site. The full extent of these documents is attached as Exhibit A.

Lockheed Martin has also relied extensively on its search for relevant information in 1992 in response to questions by DTSC related to the BAD Site. Thus much of the information available to Lockheed Martin in providing the following responses was developed over 17 years ago. The search in 1992 by LMSC for environmental records and sales transactions related to Bay Area Drum (and related entities) identified no records related to any activity with the BAD Site. No additional records have been identified in response to the EPA's Request.

The finding of no records is consistent with the conclusions drawn in the DTSC matter (from the Exhibit A documents obtained from DTSC) that for a limited period of time from 1980 to 1984, LMSC had a few sales transactions of empty 55 gallon drums to Bay Area Drum. Records of such sales would be, as seen in Exhibit A, in the form of scrap sales documents, routinely retained by LMSC for six or seven years after their use in the early 1980s. In addition to the Exhibit A empty drum sales documents, attached as Exhibit B is LMSC's July 17, 1992 response to DTSC's questions about Lockheed Martin's relationship with the BAD Site.

In providing this Response to EPA, Lockheed Martin has also interviewed current employees who worked in the Environmental, Safety & Health department in 1992 and current employees who worked in the reclamation yard in the early 1980s from which empty drums would have been sold to Bay Area Drum. These employees could not provide any information which supplements the information developed over 17 years ago in the DTSC clean-up matter.

Lockheed Martin will supplement its Responses if, during the pendency of the EPA's General Notice, additional, relevant information responsive to the Request is obtained by Lockheed Martin.

Objections

The EPA's General Notice clearly pertains to a site at Yosemite Creek in San Francisco, California (again, the Site) and the nearby BAD Site. Lockheed Martin objects to the

Request because it is overbroad and seeks in large part information irrelevant to the Site or alleged contamination at the Site. For example, while we understand the basis of the purported connection between the former Bay Area Drum State Superfund Site at 1212 Thomas Avenue in San Francisco, California (the "BAD Site"), certain RFI questions seek information regarding facilities other than the BAD Site, including *all* facilities in California and *all* facilities outside California that shipped drums or other containers to *any* location in the entire state of California. These other facilities throughout California and the United States have no nexus to either the Site or BAD Site. Because such questions are not relevant to the Site, they are beyond the scope of EPA's authority as set forth in Section 104(e)(2)(A) of CERCLA.

Lockheed Martin herein provides complete responses, based on the information available to it, for such individual requests to the extent each request is relevant to the Site or BAD Site. As described in the preceding section, Summary of Available Information and Responses, Lockheed Martin believes its nexus to the BAD Site arises solely through the sale of certain empty drum containers from its LMSC operation in Sunnyvale, California to Bay Area Drum in the 1980 to 1984 time period.

Requests that ask for information about contaminants of concern ("COC"), substances of interest ("SOI") and "Materials" at the Sunnyvale location have no relevance to the Request because Sunnyvale is not the Site or BAD Site relevant to the General Notice. Moreover, there exists no information to suggest Lockheed Martin ever sent COCs, SOIs or Materials to either the Site or the BAD Site or in proximity of either location. The documents from DTSC consistently state that the drums sold to Bay Area Drum were empty drums from the LMSC operations. Therefore, individual requests pertaining to COCs, SOIs and Lockheed Martin's "Facility" or "Facilities" and the definition of these terms stated in the definition portion of the Request are irrelevant to the General Notice, Site and BAD Site. Requests for information about Facilities with no nexus to the BAD Site are also overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome.

Lockheed Martin Corporation asserts the following general privileges, protections and objections with respect to the RFI and each information request therein.

1. Lockheed Martin asserts all privileges and protections it has in regard to the documents and other information sought by EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation, the settlement communication protection, the confidential business information and trade secret protections, and any other privilege or protection available to it under law.

2. Lockheed Martin Corporation objects to Instruction 4 to the extent it seeks to require Lockheed Martin, if information responsive to the RFI is not in its possession, custody, or control, to identify any and all persons from whom such information "may be obtained." Lockheed Martin is aware of no obligation that it has under Section 104(e) of

CERCLA to identify all other persons who may have information responsive to EPA information requests and is not otherwise in a position to identify all such persons who may have such information.

3. Lockheed Martin Corporation objects to Instruction 6 in that it purports to require Lockheed Martin to seek and collect information and documents in the possession, custody or control of individuals not within the custody or control of Lockheed Martin. EPA lacks the authority to require Lockheed Martin to seek information not in its possession, custody or control.

4. Lockheed Martin Corporation objects to the RFI's definition of "document" or "documents" in Definition 3 to the extent it extends to documents not in [Respondent]'s possession, custody, or control. Lockheed Martin disclaims any responsibility to search for, locate, and provide EPA copies of any documents "known [by [Respondent]] to exist" but not in Lockheed Martin's possession, custody, or control.

5. Lockheed Martin Corporation objects to the RFI's definition of "Facility" or "Facilities" in Definition 4 because the terms are overbroad to the extent that they extend to facilities with no connection to either the Site or the BAD Site. Moreover, the term "Facilities" as defined in the RFI is confusing and unintelligible as the term is defined as having separate meanings in Definition 4 and Request No. 3.

6. Lockheed Martin Corporation objects to the definition of "identify" in Definition 7 to the extent that the definition encompasses home addresses of natural persons. Subject to this objection, current Lockheed Martin employees and any other natural persons are identified by name and corporate address. Lockheed Martin requests that any contacts with Lockheed Martin employees identified in these responses or the related documents be initiated through in-house counsel for Lockheed Martin: Greg Correnti, 1111 Lockheed Martin Way, M/S 12-1S, B-157, Sunnyvale, California 94089; (408) 756-7727.

7. Lockheed Martin Corporation objects to the definition of "you," "Respondent," "the company," "your," and "your company" in Definition 14 because the terms are overbroad and it is not possible for Lockheed Martin to answer questions on behalf of all the persons and entities identified therein. Notwithstanding this objection, and without waiving it, Lockheed Martin Corporation has undertaken a diligent and good faith effort to locate and furnish documents and information in its possession, custody, and control that are responsive to the RFI.

8. Lockheed Martin objects to EPA's requests that Lockheed Martin provide EPA separately information that is contained in documents being furnished by Lockheed Martin in response to the RFI. Where documents have been provided in connection with a response, information sought by EPA in the corresponding request for information that is set forth in those documents is not furnished separately. To do otherwise would be unduly burdensome.

Each response herein is provided subject to these objections.

Responses

Request 1:

Describe generally the nature of the business conducted by Respondent and identify the products manufactured, formulated, or prepared by Respondent throughout the history of its operations.

Response 1:

Subject to the foregoing objections, Lockheed Missiles & Space Company (LMSC) is the only Lockheed Martin Corporation entity known to have had a nexus with the Bay Area Drum entity. LMSC and its predecessors in interest have been at its 1111 Lockheed Martin Way, Sunnyvale, California location since 1956. The current Lockheed Martin operating entity at that location is the Lockheed Martin Corporation acting through its Lockheed Martin Space Systems Company business area. Operations from 1956 to present have consisted of the design and manufacture of aerospace and defense products. These products have included the Poseidon and Trident missiles and military and commercial space satellites.

Request 2:

Provide the name (or other identifier) and address of any facilities where Respondent carried out operation between 1940 and 1988 (the "Relevant Time Period") and that:

- a. ever shipped drums or other containers to the BAD Site for recycling, cleaning, reuse, disposal or sale.*
- b. Are/were located in California (excluding locations where ONLY clerical/office work was performed);*
- c. outside of California and shipped any drums or other containers to California for recycling, cleaning, reuse, disposal, or sale (for drums and containers that were shipped to California for sale, include in your response only transactions where the drums and containers themselves were an object of the sale, not transactions where the sole object of the sale was useful product contained in a drum or other container).*

Response 2:

Subject to the foregoing objections, based on the documents obtained by Lockheed Martin from DTSC in or about 1992, LMSC is the only Lockheed Martin Corporation entity known to have had a nexus with the BAD Site or Site. LMSC conducted the sale of empty 55-gallon drums to Bay Area Drum from LMSC's Sunnyvale location.

Request 3:

Provide a brief description of the nature of Respondent's operations at each Facility identified in your response to Question 2 (the "Facilities") including:

- a. the date such operations commenced and concluded; and*

- b. *the types of work performed at each location over time, including but not limited to the industrial, chemical, or institutional processes undertaken at each location.*

Response 3:

Subject to the foregoing objections, based on the documents obtained by Lockheed Martin from DTSC in or about 1992, the sale of empty drums by LMSC to Bay Area Drum appear to have occurred from May 1980 to October 1984.

Request 4:

For each Facility, describe the types of records regarding the storage, production, purchasing, and use of Substances of Interest ("SOI") during the Relevant Time Period that still exist and the periods of time covered by each type of record.

Response 4:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain SOIs. There is no information to indicate that any SOIs were ever sent by LMSC to the BAD Site.

Lockheed Martin determined to the best it could in 1992 that the empty drums once contained virgin lubrication oil. It is believed this lubrication oil was used for metal work milling machines (computer numerical controlled machines, i.e., CNC machines).

Request 5:

Did Respondents ever (not just during the Relevant Time Period) produce, purchase, use, or store one of the COCs (including any substances or wastes containing COCs) at any of the Facilities? State the factual basis for your response.

Response 5:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain COCs. There is no information to indicate that any COCs were ever sent by LMSC to the BAD Site.

Request 6:

If the answer to Question 5 is yes, identify each COC product, purchased, used, or stored at each Facility.

Response 6:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

Request 7:

If the answer to Question 5 is yes, identify the time period during which each COC was produced, purchased, used, or stored at each Facility.

Response 7:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

Request 8:

If the answer to Question 5 is yes, identify the average annual quantity of each COC produced, purchased, used, or stored at each Facility.

Response 8:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

Request 9:

If the answer to Question 5 is yes, identify the volume of each COC disposed by the Facility annually and describe the method and location of disposal.

Response 9:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

Request 10:

Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store hydraulic oil or transformer oil at any of the Facilities? State the factual basis for your response to this question.

Response 10:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain hydraulic oil or transformer oil. There is no information to indicate that any hydraulic oil or transformer oil was ever sent by LMSC to the BAD Site.

Request 11:

If the answer to Question 10 is yes, identify each specific type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.

Response 11:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

Request 12:

If the answer to Question 10 is yes, identify the time period during which each type of hydraulic oil and transformer oil was produced, purchased, used, or stored at each Facility.

Response 12:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

Request 13:

If the answer to Question 10 is yes, identify the average annual quantity of each type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.

Response 13:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

Request 14:

If the answer to Question 10 is yes, identify the volume of each type of hydraulic oil and transformer oil disposed by the Facility annually and describe the method and location of disposal.

Response 14:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

Request 15:

Provide the following information for each SOI (SOIs include any substance or waste containing the SOI) identified in your response to Question 5 and 10:

- a. Describe briefly the purpose for which each SOI was used and the time period for each use;*
- b. Identify the supplier(s) of the SOIs and the time period during which they supplied the SOIs, and provide copies of all contracts, service orders, shipping manifests, invoices, receipts, canceled checks and other documents pertaining to the procurement of the SOI;*
- c. State whether the SOIs were delivered to the Facility in bulk or in closed containers, and describe any changes in the method of delivery over time;*
- d. Describe how, where, when, and by whom the containers used to store the SOIs (or in which the SOIs were purchased) were cleaned, removed from the Facility, and/or disposed of, and describe any changes in cleaning, removal, or disposal practices over time.*

Response 15:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain SOIs. There is no information to indicate that any SOIs were ever sent by LMSC to the BAD Site.

Request 16:

For each SOI delivered to the Facilities in closed containers, describe the containers, including but not limited to:

- a. the type of container (e.g. 55 gal. drum, tote, etc.);*
- b. whether the containers were new or used; and*
- c. if the containers were used, a description of the prior use of the container.*

Response 16:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 17:

For each container that Respondent used to store a SOI or in which SOIs were purchased ("Substance-Holding Containers" or "SHCs") that was later removed from the Facility, provide a complete description of where the SHCs were sent and the circumstances under which SHCs were removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practice over time.

Response 17:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain any SOIs. The DTSC documents indicate that LMSC sold empty drums to Bay Area Drum from May 1980 to October 1984.

Request 18:

For each SHC that was removed from the Facility, describe Respondent's contracts, agreements, or other arrangements under which SHCs were removed from the Facility, and identify all parties to each contract, agreement, or other arrangement described. Distinguish between the Relevant Time Period and the period since 1988.

Response 18:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 19:

For each SHC, provide a complete explanation regarding the ownership of the SHC prior to delivery, while onsite, and after it was removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practice over time.

Response 19:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 20:

Identify all individuals who currently have, and those who have had, responsibility for procurement of Materials at the Facilities. Also provide each individual's job title, duties, dates performing those duties, current position or the date of the individual's resignation, and the nature of the information possessed by each individual concerning Respondent's procurement of Materials.

Response 20:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. Based on the documents obtained by Lockheed Martin from DTSC in or about 1992, the sale of empty drums by LMSC to Bay Area Drum appear to have occurred from May 1980 to October 1984. As set forth in Response 15, no SOIs were sent to the BAD Site. None of the employees identified from the 1980 to 1984 documents work any longer for Lockheed Martin. After a diligent search, Lockheed Martin cannot identify any current employees familiar with the sale of the empty drums to Bay Area Drum.

Request 21:

Describe how each type of waste containing any SOIs was collected and stored at the Facilities prior to disposal/recycling/sale/transport, including:

- a. the type of container in which each type of waste was placed/stored;*
- b. how frequently each type of waste was removed from the Facility;*

Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

Response 21:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 22:

Describe the containers used to remove each type of waste containing any SOIs from the Facilities, including but not limited to:

- a. the type of container (e.g. 55 gal. drum, dumpster, etc.);*
- b. the colors of the containers;*
- c. any distinctive stripes or other markings on those containers;*

- d. any labels or writing on those containers (including the content of those labels);
- e. whether those containers were new or used; and
- f. if those containers were used, a description of the prior use of the container;

Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

Response 22:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 23:

For each type of waste generated at the Facilities that contained any of the SOIs, describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling and identify all parties to each contract, agreement, or other arrangement described. State the ownership of waste containers as specified under each contract, agreement, or other arrangement described and the ultimate destination or use for such containers. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

Response 23:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 24:

Identify all individuals who currently have, and those who have had, responsibility for Respondent's environmental matters (including responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes and SHCs). Provide the job titles, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.

Response 24:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 25:

Did Respondent ever purchase drums or other containers from a drum recycler or drum reconditioner? If yes, identify the entities or individuals from which Respondent acquired such drums or containers.

Response 25:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. Based on the documents obtained by Lockheed Martin from DTSC in or about 1992, LMSC is the only Lockheed Martin Corporation entity known to have had a nexus with the BAD Site or

Site. LMSC conducted the sale of empty 55-gallon drums to Bay Area Drum from LMSC's Sunnyvale location. There is no information to indicate that Lockheed Martin purchased drums from Bay Area Drum or the BAD Site.

Request 26:

Prior to 1988, did Respondent always keep its waste streams that contained SOIs separate from its other waste streams?

Response 26:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 27:

Identify all removal and remedial actions conducted pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or comparable state law; all corrective actions conducted pursuant to the Resources Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; and all cleanups conducted pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. where (a) one of the COCs was addressed by the cleanup and (b) at which Respondent paid a portion of cleanup costs or performed work. Provide copies of all correspondence between Respondent and any federal or state government agency that (a) identifies a COC and (b) is related to one of the above-mentioned sites.

Response to 27:

Not applicable. See Response 5, COCs were not sent to the BAD Site. Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. As EPA is aware from DTSC records, LMSC participated as a potentially responsible party ("PRP") in the clean-up of the BAD Site. Allocation of responsibility among PRPs was based on drum counts with operators of BAD. After adjustments for the buy-out of certain "de minimis parties" and based on LMSC's empty drums, LMSC was apportioned approximately 3% of clean-up costs of the BAD Site.

Request 28:

Provide all records of communications between Respondent and Bay Area Drum Company, Inc.; Meyers Drum Company; A.W. Sorich Bucket and Drum Company; Waymire Drum Company, Inc.; Waymire Drum and Barrel Company, Inc.; Bedini Barrels Inc.; Bedini Steel Drum Corp.; Bedini Drum; or any other person or entity that owned or operated the facility located at 1212 Thomas Avenue, in the City of San Francisco and Count of San Francisco, California.

Response to 28:

Subject to the foregoing objections, all responsive documents are attached as Exhibit A.

Request 29:

Identify the time periods regarding which Respondent does not have any records regarding the SOIs that were produced, purchased, used or stored at the Facilities.

Response to 29:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

Request 30:

Provide copies of all documents containing information responsive to the previous twenty-nine questions and identify the questions to which each document is responsive.

Response to 30:

Subject to the foregoing objections, all responsive documents are attached as Exhibit A.

The foregoing is respectfully submitted.

Sincerely,

A handwritten signature in black ink, appearing to read "Corinne L. Bogert", written over a circular stamp or seal.

Corinne L. Bogert
Sr. Manager, Environment, Safety & Health

Lockheed Martin Space Systems
1111 Lockheed Martin Way
Sunnyvale, CA 94089



Exhibit A

[illegible]

U.S. Treasury Bid for Oil

BAY AREA DRUM CO., INC.
27 San Francisco, CA 94124

PAY PERIOD FROM _____ TO _____

4/2						100.00						100.00	
DATE	CHECK NUMBER	REG.	G.T.	REG.	OTHER	ACCOUNTS PAYABLE DEBIT	GROSS	F.W.T.	F.I.C.A.	S.D.I.	S.W.T.	NET CHECK	
		HRS.		EARNINGS			DEDUCTIONS OR DESCRIPTION						

BAY AREA DRUM CO., INC.
San Francisco, CA 94124

5-14-80

Date

5-30-80

Material to be picked up before

Lockheed

MISSILES
& SPACE
COMPANY.

INC. Bay Area Drum Co.
1212 Thomas Ave.
San Francisco, CA

Gentlemen:

Subject: Bid Case #S 4145 Item(s) 1

Material
Sales

Order No. 12429

This is to advise you that your bid on the above Sales Case has been accepted.

Amount due \$ 1,102.00

Check # 422 PAID-5-29-80
Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from the date of this letter.

All items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

☒ NET CASH ON RECEIPT OF DELIVERY

Payments may be made at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P. O. Box 504, Sunnyvale, CA 94086, O/41-50, B/514, Attn: J. Vincent. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on the check.

☐ NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

☐ PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.

☐ THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.

John Vincent

John Vincent
Material Sales, O/41-50
Bldg. 514, Phone (408) 743-0226

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

Nº 1242

DATE 5-14-80	CUSTOMER P.O. #198	GRADE ACCOUNT (LIST GRADES PREMIUM NUMBER)	REBATE PERMIT SR EN 19-643128	SHIPPING CONTROL NO.
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SHIP TO Bay Area Drum Co. 1212 Thomas Ave. San Francisco, CA	GRADE TO
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SHIP VIA Customer Pickup	TERMS Net cash on delivery
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QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	lot	<p><u>SALE OF LMSC OWNED MTL. 8-4145</u></p> <p>DRUMS as listed on ITS Ref: ITS 3559</p> <p><i>200 Drums</i></p> <p>CREDIT: 90-8605-4150</p> <p><i>Check # 422</i> <i>PAID-5-29-80</i></p>		1,102.00

CASH SALE

CONSIGNEE NOTE: This is item or material sold above shall pass upon delivery to buyer (or carrier) at seller's plant. Quantity variances must be reported to LOCKHEED MISSILES & SPACE COMPANY, INC., attention: Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this shipment.

IDENTIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THE PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEES) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

CONTAINERS			CONTAINER DIMENSIONS		
NUMBER	TYPE	GROSS WEIGHT	LENGTH	WIDTH	HEIGHT
SHIPPED VIA			BILL/LABLING		
VPU			SHIPMENT DATE		

ORIGINATED BY Beth Olive
AUTHORIZED BY John Vincent
APPROVED BY L. Frasier

FILLED OR FURNISHED BY <i>Small</i>	DATE 5-29-80	RECEIVED BY <i>D. D. D.</i>	DATE
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LOCKHEED
MISSILES
& SPACE
COMPANY, Inc.

INVITATION TO BID

P.O. BOX 504
SUNNYVALE, CALIFORNIA 94088

Date: 8-12-80

Case No.: 8-4175

Subject to the instructions and provisions herein contained, including those and conditions stated upon the reverse side hereof, Lockheed Aircraft Corporation, on behalf of the Lockheed Missiles & Space Company, solicits bids, for the purchase of Government owned or controlled property described below and/or on the attached list.

Bids will be opened in the presence of bidders and Air Force and/or Navy representatives at Lockheed Missiles & Space Company, MILPTAS facility, at 1:00 PM Sept. 2 1980. The undersigned (hereinafter sometimes referred to as "Bidder") submits the following bid or bids.

ITEM NO	ARTICLES FOR SALE	EST. QTY.	UNIT	BID PER UNIT	TOTAL BID
1	55 GALLON NON-RETURNABLE DRUMS (200 in lot) Empty Condition: Used Good Ref: RTS 3584	1	lot	24.98	996.00

Check # \$996.00
872 PAID-9880

Bids forms should be legibly written.
LOCKHEED URGES INSPE
Property is located at SUNNYVALE
For information contact Laddie
All property purchased must be re-

in (1) sealed envelope to be placed in the enclosed envelope.
& OF ALL MATERIAL OFFERED FOR SALE
OFFICE, RMG. 518 222A LOCKHEED YARD
MIL. BOX 414 742-1140
in (2) sealed envelope containing notice of acceptance.

GENERAL SALES TERMS AND CONDITIONS

1. **INSPECTION.** The Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the place and time specified in the invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the invitation, all property listed therein is offered "as is" and "where is". If it is provided therein that Lockheed Aircraft Corporation on behalf of the Lockheed Missile and Space Company (hereinafter referred to as Lockheed) shall lead, loan, "rent" or "lease" (i.e., conveyance at the point specified in the invitation. The description is based on the best available information. However, Lockheed makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property or as to fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for termination in price or for rescission of the sale will be considered. This is not a sale by sample.
3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (time (60) calendar days if no period is specified by Lockheed or by the Bidder, but not less than (10) calendar days in any case) and that during such period his bid will remain firm and irrevocable. This right is reserved to reject any or all bids, or waive any technical defects in bids, and unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the invitation otherwise provides, bids may be submitted on any or all items. However, unless the invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will prevail.
4. **PAYMENT.** Purchaser agrees to pay for property awarded to him in accordance with the prices stated in his bid. Payment of the full purchase price, subject to any refund pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event that any adjustment is made pursuant to Condition No. 8, the balance must be corrected immediately subsequent to such adjustment. The balance of the purchase price after applying the unit bid deposit made by purchaser (if a bid deposit was required) under the invitation (or otherwise the full purchase price) shall be paid to Lockheed in lawful money of the United States of America. Lockheed reserves the right to apply any bid deposit made under this invitation by a Bidder against any amount due Lockheed under a contract awarded by Lockheed under this invitation for bid. In those instances where the unit bid deposit is not returned to the Bidder by Lockheed on a contract awarded to him under the invitation it is then that the unit bid deposit will be applied against the balance of the purchase price. Deposits accompanying bids which are not accepted shall be promptly returned.
5. **TITLE.** Unless otherwise specified in the invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the invitation provides that loading will be performed by Lockheed, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-driven equipment requiring licensing, a certificate of release, Standard Form 97, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a State certificate of title), shall be furnished for each vehicle and piece of equipment.
6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the invitation, the Purchaser shall be entitled to remove the property upon written notice of the property in kind. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall reimburse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to remove the property after the expiration of the period prescribed or allowed for removal, Lockheed, without limiting any other claim which it may have, may require the Purchaser to pay a reasonable storage charge.
7. **DEFAULT.** If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto on the account of the defaulting Bidder. The bid deposit (if returned in the invitation) shall be applied against any such losses and expenses.
8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a "unit price" basis, Lockheed reserves the right to vary the quantity or weight delivered by between (15%) from the quantity or weight listed in the invitation and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
9. **WEIGHING.** Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder, Lockheed shall arrange for and pay all expenses of weighing materials. All weighing charges shall be paid by the Purchaser. When removal is by truck, weighing shall be subject to supervision and accomplished on (1) Lockheed scales, (2) certified scales, or (3) other scales acceptable to both parties. When removal is by rail, weighing shall be on certified truck scales or by other scales acceptable to the railroad for freight purposes. Approved weighing shall constitute the exact purchase price and govern the amount of full payment thereon.
10. **RISK OF LOSS.** After mailing notice of award and prior to the date specified for removal, Lockheed shall be responsible only for the insurance of responsibility for the protection of the property. After passage of time and after the date specified for removal of the property or any extension approved in writing by Lockheed, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.
11. **LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY.** The measure of Lockheed and Government liability in any case where liability of Lockheed and the Government to the Purchaser has been established shall be limited to the amount of each portion of the purchase price as Lockheed may have received.
12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement or representation by any representative of Lockheed changing or modifying the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.
13. **ELIGIBILITY OF BIDDERS.** The Bidder certifies that he is not (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functions or supervisory responsibility in disposal of Lockheed's Government-owned inventory; (2) a member of an Armed Force of the United States, including the United States Coast Guard whose duties include any functions or supervisory responsibility for disposal of Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) a spouse, employee or immediate member of the household of personnel in (1) (2) and (3) above.
14. **CLAIMS LIABILITY.** The Purchaser or Bidder agrees to save Lockheed at the Government's expense from any and all claims, damages, losses, costs, liabilities, judgments, costs and attorney's fees arising out of, claimed on, caused by, or in any manner predicated upon loss of or damage to property and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their agents, servants, employees, while in, upon, or about the site or the property sold or on which the property sold or offered for sale is located, or while going to or leaving from such sites and to save Lockheed and the Government harmless from all on account of damages of any kind which Lockheed may suffer as the result of the loss of any of the Purchaser's agents, servants, or employees while or about the said site.
15. **Sales and Use Tax Liability.** In addition to the purchase price Bidder shall pay to Lockheed the amount of any tax which Lockheed may require to pay or collect as a result of the sale or the use by Bidder of property purchased by Bidder hereunder. All such taxes will be itemized separately on the billing statement. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
16. **SCRAP WARRANTY.** With respect to all items of property purchased hereunder which are designated as scrap, Bidder agrees to execute a scrap warranty in the form contained in DD Form 1619, Scrap Warranty (Rev. 1-7-66, 1619 of the AFPR), unless the requirement is waived by the Government in accordance with Section 16-104.3 of the AFPR.

GENERAL INFORMATION

1. **SPECIAL CONDITIONS OF SALE.** See cover sheet for information regarding any special sales conditions.
2. **TERMINATION OF BIDS.** Bidders are encouraged to mail bids to allow receipt at Lockheed at least one day prior to bid opening. No bid or modification thereof received after the time set for opening will be considered except when a bid or modification arrives by mail after the time set for opening, but before award is made, and is determined that non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible. Telephone bids will NOT be accepted. However, amendments to an otherwise bid may be considered, provided the telegram is received by Lockheed prior to bid opening.
3. **THE BIDS.** In the event two or more bids are received, the award will be made to the bidder whose bid is the lowest, provided the Government or Lockheed person.
4. **BID INFORMATION.** No information will be furnished as to the results of bids on any item until twenty-four (24) hours after the bid opening.

In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof, including any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on invitation to bid, if this bid be accepted within _____ calendar days after date of bid opening. [See Condition 3].

I the undersigned have read, understood, and agree to the above conditions.

BIDDER (PRINT NAME) ADDRESS CITY AND STATE	DATE TELEPHONE NO. BILLING CERTIFICATE NO.
SIGNATURE TITLE	

Bid(s) with respect to item(s) No.

(is) (are) hereby accepted by Lockheed at the price(s) quoted and upon the Conditions contained herein.

APPROVED FOR AIR FORCE OR NAVY

LOCKHEED MISSILES & SPACE COMPANY, INC.

BY TITLE DATE	BY TITLE DATE
-----------------------------	-----------------------------

LOCKHEED MISSILES & SPACE COMPANY, INC.

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

Nº 12572

P.O. BOX 804 8 SUNNYVALE, CALIFORNIA 94088

DATE 9-5-80	SUBJECT P.N./I.N.	CHARGE ACCOUNT (LMS UNLESS OTHERWISE NOTED)	REBATE PERMIT SR BH 19-663228	SHIPPING CONTROL NO.
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SHIP TO Bay Area Drum Co., Inc. 1212 Thomas Ave. San Francisco, CA 94124	CHARGE TO
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SHIP VIA Customer Pickup	TERMS Net cash on delivery
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QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	lot	SALE OF LMSC OWNED MTL. S-4175 EMPTY DRUMS as listed on ITB RTS 3584 CREDIT: 90-8605-4150		996.00

CONSIGNEE NOTE: Title to items of material sold above shall pass upon delivery to buyer (or carrier) at seller's plant. Quantity variances must be reported to LOCKHEED MISSILES & SPACE COMPANY, INC., attention: Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this shipment.

INDEMNIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THE FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THE PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEE) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

CASH SALE

CONTAINERS

CONTAINER DIMENSIONS

NUMBER	TYPE	GROSS WEIGHT	LENGTH	WIDTH	HEIGHT
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BILL/LADING SHIPMENT DATE

INITIATED BY

Ruth Olive

AUTHORIZED BY

John Vincent

APPROVED BY

R. T. Robinson

FILED OR PACKED BY

DATE

RECEIVED BY

DATE

FORM LMSC 8479-6

RECEIVING TICKET

BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 9-8-80 No 0525

Received from LOCKHEED MISSILES

Address _____

Acct. of: _____

QUANTITY.	DESCRIPTION
200	55 GAL. # 1 OIL TOP BUNG
	55 GAL. # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. LL TALL
	55 GAL. F.O.T. LL SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL OIL # 1
	30 GAL OIL DEHEADERS
	30 GAL F.O.T. BOLT
	30 GAL F.O.T. LL
200	TOTAL
	PER <u>J. Darwell</u>

PAID - 996.00

CHECK # 872

PAID - 988.00

Lockheed
MISSILES
& SPACE
COMPANY,
INC.

Date Oct. 23, 1980

Material to be picked up before Nov. 6, 1980

Bay Area Drum Co, Inc.
1212 Thomas Ave.
San Francisco, CA

Subject: Bid Case #S-4190, on Material Sales Order No. 12614.

This is to advise you that your bid on the above Sales Case has been accepted.

Amount due \$830.00

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

THIS SALE IS NET CASH ON RECEIPT OF DELIVERY. Make check payable to LMSC and deliver to Bruce Logsdon, O/41-50, B/514, 227 Curtis Ave., Milpitas, CA. prior to pick up of material from building 14E, Sunnyvale.

Contact Laddie Morillo for pickup at 742-2140.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon

Bruce Logsdon
Material Sales, O/41-50
Bldg. 514, Phone (408) 743-0226

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

No 12614

P.O. BOX 504 8 SUNNYVALE, CALIFORNIA 94086

DATE 10-23-80	CUSTOMER P.O. #	CHARGE ACCOUNT (PLEASE PRINT OR OTHERWISE NOTED)	SR IN 79-663226	SHIPPING CONTROL NO.
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SHIP TO Bay Area Drum Co., Inc. 1212 Thomas Ave. San Francisco, CA	CHARGE TO
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WIP #22 Customer Pickup	Net cash on delivery
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QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	lot	SALE OF LMSC OWNED HTL. S-4190,1 EMPTY 55 GALLON DRUMS Ref: RTS 3595 CREDIT: 90-8605-4150		\$ 830.00

CASH SALE

CONSIGNEE NOTE: This is item or material sold here and not delivered to buyer (or receipt of a receipt). Quantity variations must be reported to LOCKHEED MISSILES & SPACE COMPANY, INC. within 30 days of receipt. NOT LATER THAN 10/24/80 following your receipt of this shipment.

INDemnIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THE PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEES) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

CONTAINERS			CONTAINER DIMENSIONS		
NUMBER	TYPE	GROSS WEIGHT	LENGTH	WIDTH	HEIGHT
SHIPPED VIA C.R.A.			BILL/LADING SHIPMENT DATE		

C. Campbell

ORIGINATED BY
Ruth Olive
APPROVED BY
Bruce Logsdon
APPROVED BY
K. T. Robinson

FILLED OR PACKED BY <i>[Signature]</i>	DATE 10-27-80	RECEIVED BY <i>[Signature]</i>	DATE
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RECEIVING TICKET
BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 10-27-80

No 0625

Received from LOCKHEED MISSILES & SPACE Co.

Address MT. VIEW

Acct. of: _____

QUANTITY.	DESCRIPTION
200	55 GAL. # 1 OIL TOP BUNG
	55 GAL. # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. LL TALL
	55 GAL. F.O.T. LL SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. LL
200	TOTAL
	PER <u>D. Russell</u>

4.15-830.00
Check # 1107
PAID-10-24-80

Lockheed
MISSILES
& SPACE
COMPANY,

INC. Bay Area Drum Co., Inc.
1212 Thomas Ave.
San Francisco, CA 94124

Date 3-26-81

Material to be picked up before 4-9-81

Gentlemen:

Subject: Bid Case #S 4242 Item(s) 1

Material
Sales
Order No. 12823

This is to advise you that your bid on the above Sales Case has been accepted.

Amount due \$ 1,004.00

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

(XXX) NET CASH ON RECEIPT OF DELIVERY

Payments may be made at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P. O. Box 504, Sunnyvale, CA 94086, 0/41-50, B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on the check. Payment must be made to Bruce Logsdon Bldg. 514 prior to pick up. Payment must be in the form of cash or certified check.

() NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

() PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.

() THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon
Bruce Logsdon
Material Sales, 0/41-50
Bldg. 514, Phone (408) 743-0226

PAID APR 02 1981

CK 354-50

Lockheed
MISSILES
& SPACE
COMPANY

INVITATION TO BID

P.O. BOX 304
SUNNYVALE, CALIFORNIA 94088

Date: Nov. 13, 1981

Case No.: S-4314

Subject to the instructions and provisions herein contained, including the terms and conditions stated upon the reverse side hereof, Lockheed Aircraft Corporation, on behalf of the Lockheed Missiles & Space Company, will receive bids, for the purchase of Government owned or controlled property described below and/or on the attached list.

Bids will be opened in the presence of bidders and Air Force and/or Navy representatives at Lockheed Missiles & Space Company, Milpitas facility, at 1:00PM. Dec. 7, 1981. The undersigned (hereinafter sometimes referred to as "Bidder") submits the following bid or bids.

ITEM NO.	ARTICLES FOR SALE	EST. QTY.	UNIT	BID PER UNIT	TOTAL BID
1	EMPTY 55 GALLON DRUMS (200) each in lot Ref: RTS 3731 Condition: Used Good	1	Lot	5.51	1,102.00
<p>NOTE: Material to be picked up from Reclamation Yard at the Sunnyvale complex, 48 hours from date of award.</p> <p>11-18-81</p>					

Bid forms should be legibly written and One (1) executed copies returned to Lockheed in the enclosed envelope. If you do not wish to bid on the described property then return the enclosed envelope marked "NO BID" and your return address, to indicate your desire to remain on our bidders list. Property is located at Reclamation yard, Sunnyvale Complex. Property may be inspected from 9 A.M. to 11 A.M. and 1 P.M. to 3 P.M. Mondays through Fridays, holidays excepted. For information contact Laddie Morillo, Phone 408-742-2140 or Bruce Logsdon 408-743-0226. All property purchased must be removed within Fifteen (15) calendar days after mailing of notice of acceptance.

GENERAL SALES TERMS AND CONDITIONS

1. **INSPECTION.** The Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the place and times specified in the invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that Lockheed Aircraft Corporation on behalf of the Lockheed Missiles and Space Company (hereinafter referred to as Lockheed) shall load, then "where is" means f.o.b. conveyance at the point specified in the invitation. The description is based on the best available information. However, Lockheed makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.
3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (twenty (20) calendar days if no period is specified by Lockheed or by the Bidder, but not less than 10) calendar days in any case) and that during such period his bid will remain firm and irrevocable. The right is reserved to reject any or all bids, to waive any technical defects in bids, and unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the invitation otherwise provides, bids may be submitted on any or all items. However, unless the invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.
4. **PAYMENT.** Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event that any adjustment is made pursuant to Condition No. 8, payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by purchaser (if a bid deposit was required) under the invitation (or otherwise the full purchase price) shall be paid to Lockheed in lawful money of the United States of America. Lockheed reserves the right to apply any bid deposits made under this invitation by a Bidder against any amounts due Lockheed under a contract awarded by Lockheed under this invitation for Bid. In those instances where the total sum becoming due to Lockheed from the Purchaser on a contract awarded to him under the invitation is less than the total amount deposited with his bid, the difference shall be promptly refunded. Deposits accompanying bids which are not accepted shall be promptly returned.
5. **TITLE.** Unless otherwise specified in the invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the invitation provides that loading will be performed by Lockheed, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-driven equipment requiring a license, a certificate of release, Standard Form #1, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a State certificate of title), shall be furnished for each vehicle and piece of equipment.
6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall reimburse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to remove the property after the expiration of the period prescribed or allowed for removal, Lockheed, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge.
7. **DEFAULT.** If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the account of the defaulting Bidder. The bid deposit (if required in the invitation) shall be applied against any such losses and expenses.
8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a "unit price" basis, Lockheed reserves the right in case of quantity or weight delivered by fifteen percent (15%) from the quantity or weight listed in the invitation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the unit price and on a basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
9. **WEIGHING.** Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder, Lockheed shall arrange for a pay all expenses of weighing material. All weighing charges shall be paid by the Purchaser. When removal is by truck, weighing shall be subject to the same and accomplished on (a) Lockheed scales, (b) certified scales, or other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales or by other means acceptable to the railroad for freight purposes. Approved weighing shall establish the exact purchase price and govern the making of full payment thereon.
10. **RISK OF LOSS.** After mailing notice of award and prior to the date specified for removal, Lockheed shall be responsible only for the exercise of reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property or any extension approved in writing by Lockheed, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.
11. **LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY.** The measure of Lockheed and Government liability in any case when liability of Lockheed and the Government to the Purchaser has been established shall be the amount of such portion of the purchase price as Lockheed may be entitled to receive.
12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement, representation or any modification of Lockheed changing or supplementing the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.
13. **ELIGIBILITY OF BIDDERS.** The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functional or supervisory responsibility in disposal of Lockheed's Government-owned inventory; (2) a member of the Armed Forces of the United States, including the United States Coast Guard whose duties include any functional or supervisory responsibility in disposal of Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) an agent, employee or immediate member of the household of personnel in (1), (2) and (3) above.
14. **CLAIMS LIABILITY.** The Purchaser or Bidder agrees to save Lockheed and the Government harmless from any and all claims, demands, actions, set-off, judgments, damages, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property, and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their agents, servants, employees, while in, upon, or about the sale of the property site on which the property sold or offered for sale is located, or while coming to or departing from such areas and to save Lockheed and the Government harmless from a claim on account of damages of any kind, which Lockheed may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while on about the said sites.
15. **SALES AND USE TAX LIABILITY.** In addition to the purchase price Bidder shall pay to Lockheed the amount of any tax which Lockheed may be required to pay or collect as a result of the sale to or use by Bidder of property purchased by Bidder hereunder. All such taxes will be itemized separately on the billing document. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
16. **SCRAP WARRANTY.** With respect to all items of property purchased by Bidder which are designated herein as scrap, Bidder agrees to execute a scrap warranty in the form outlined in DD Form 1459, Scrap Warranty (illustrated in F-300.1459 of the ASPR), unless the requirement is waived by the Government in accordance with Section 24-204.3 of the ASPR.

GENERAL INFORMATION

1. **SPECIAL CONDITIONS OF SALE.** See cover sheet for information regarding any special sales conditions.
2. **SUBMISSION OF BIDS.** Bidders are encouraged to mail bids in allow receipt at Lockheed at least one day prior to bid opening. No bid or modification thereof received after the time set for opening will be considered except when a bid or modification arrives by mail after the time set for opening, but before award is made, and is determined that non-arrival on time was due solely to delay in the mails for which the bidder was not responsible. Telegraphic bids will NOT be accepted. However, telegraphic amendments to an acceptable bid may be considered provided the telegram is received by Lockheed prior to bid opening.
3. **TIE BIDS.** In the event two or more bids are tied at the high bid, award will be decided by a drawing or toss of coins, conducted by Government or Lockheed person.
4. **BID INFORMATION.** No information will be furnished as to the results of bids on any item until twenty-four (24) hours after the bid opening.

In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof, including any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on invitation to bid, if this bid be accepted within _____ calendar days after date of bid opening. (See Condition 3).

I the undersigned have read, understand, and agree to the above conditions.

BIDDER (FIRM NAME)		DATE
SIGNATURE	TITLE	TELEPHONE NO.
ADDRESS	CITY AND STATE	RESALE CERTIFICATE NO.

Bid(s) with respect to Item(s) No.

(is) (are) hereby accepted by Lockheed at the price(s) quoted and upon the Conditions contained herein.

APPROVED FOR AIR FORCE OR NAVY

LOCKHEED MISSILES & SPACE COMPANY INC.

FILE

RECEIVING TICKET

BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 1-5-82

No. 1644

Received from LOCK HEED

Address SUNNYVALE, CA.

Acct. of: _____

QUANTITY.	DESCRIPTION
	55 GAL. = 1 OIL TOP BUNG
<u>200</u>	55 GAL. = 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. L.L. TALL
	55 GAL. F.O.T. L.L. SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. LL
<u>200</u>	TOTAL
	PER <u>D. L. L. L.</u>

Paid VCR 1687

12/30/81

m. d.



P.O. BOX 504
SUNNYVALE, CALIFORNIA 94088

Case No.: S-4356

Bids will be opened in the presence of bidders and Air Force and/or Navy representatives at Lockheed Missiles & Space Company, Milpitas facility at 1:00PM, April 5, 1982. The undersigned (hereinafter sometimes referred to as "Bidder") submits the following bid or bid:

Bid forms should be legibly written and **One (1)** executed copies returned to Lockhead in the enclosed envelope. If you do not wish to bid on the described property then return the enclosed envelope marked "NO BID" and your return address, to indicate your desire to remain on our bidders list. Property is located at **Reclamation Yard, Sunnyvale Complex**. Property may be inspected from 9 A.M. to 11 A.M. and 1 P.M. to 3 P.M. Mondays through Fridays, holidays excepted. For information contact **Bruce Logsdon (408) 743-0226 or Laddie Morillo (408) 742-2140**. All property purchased must be removed within **Fifteen (15)** calendar days after mailing of notice of sale.

Date April 6, 1982

Material to be picked up before April 30, 1982

Lockheed
MISSILES
& SPACE
COMPANY,
INC.

Bay Area Drum Co. Inc.
1212 Thomas Avenue
San Francisco, CA 94124

Gentlemen:

Material
Sales

Subject: Bid Case #S 4356 Item(s) Empty 55 Gal. Drums Order No. 13238

This is to advise you that your bid on the above Sales Case has been accepted.

Amount Due \$ 1,102.00.

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All Items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

(☒) NET CASH ON RECEIPT OF DELIVERY

Payments may be made by Cash, Cashier's Check or Money Order at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P.O. Box 504, Sunnyvale, CA 94086, 0/41-20 B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on Check or Money Order.


(☐) NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

(☐) PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.

(☐) THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.


Bruce Logsdon
Material Sales, 0/41-20
Bldg. 514, Phone (408) 743-0226

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

Nº 1323

P.O. BOX 884 8 SUNNYVALE, CALIFORNIA 94088

DATE April 6, 1982	CUSTOMER P.C./TYPE	CHARGE ACCOUNT (LIST NUMBER, EXTENSION NUMBER)	RESALE PERMIT 88819-663228	SHIPPING CONTROL NO.
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Buy Area Drum Co. Inc.
1212 Thomas Avenue
San Francisco, CA 94124

SHIP TO	SHIP VIA	TERMS
	Customer Pickup	Net Cash on delivery

QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	Lot	SALE OF LMSC OWNED NTL. S-4356 EMPTY 55 GALLON DRUMS (200) Ref: RTS 3749 CREDIT: 90-8605-4120		\$1,102.00

CONSIGNEE NOTE: This is item or material sold above shall pass upon delivery to buyer (or carrier) at seller's plant. Quantity variances must be report to LOCKHEED MISSILES & SPACE COMPANY, INC., attention: Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this shipment.

INDEMNIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THIS PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEES) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

CONTAINERS			CONTAINER DIMENSIONS		
NUMBER	TYPE	GROSS WEIGHT	LENGTH	BIRTH	HEIGHT
SHIPPER VIA C.P.U.			BILL/LADING SHIPMENT DAI		

*Paid
4-16-82*

ORIGINATED BY
Carole Walus
AUTHORIZED BY
Bruce Logsdon
APPROVED BY
D.S. Vaughan

FILLED OR PACKED BY Bruce Logsdon	DATE 4-16-82	RECEIVED BY	DATE
---	------------------------	-------------	------

RECEIVING TICKET

BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 9-27-82

Received from

LOCKHEED

No 1815

Address _____

Acct. of: _____

QUANTITY	DESCRIPTION
<u>200</u>	55 GAL. # 1 OIL TOP BUNG
	55 GAL. # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. LL TALL
	55 GAL. F.O.T. LL SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. LL
<u>200</u>	TOTAL

PER

D. Dismore

A GROUP DIVISION OF LOCKHEED AIRCRAFT CORPORATION

GENERAL SALES TERMS AND CONDITIONS

1. **INSPECTION.** The Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that Lockheed Aircraft Corporation on behalf of the Lockheed Missiles and Space Company (hereinafter referred to as Lockheed) shall load, then "where is" means f.o.b. consignment at the point specified in the Invitation. The description is based on the best available information. However, Lockheed makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.
3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (sixty (60) calendar days if no period is specified by Lockheed or by the Bidder, but not less than (70) calendar days in any case) and that during such period his bid will remain firm and irrevocable. The right is reserved to reject any or all bids, to waive any technical defects in bids, and unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the Invitation otherwise provides, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.
4. **PAYMENT.** Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event that any adjustment is made pursuant to Condition No. 8, payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by purchaser (if a bid deposit was required) under the Invitation (or otherwise the full purchase price) shall be paid to Lockheed in lawful money of the United States of America. Lockheed reserves the right to apply any bid deposits made under this Invitation by a Bidder against any amounts due Lockheed under a contract awarded by Lockheed under this Invitation for Bid. In those instances where the total sum becoming due to Lockheed from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference shall be promptly refunded. Deposits accompanying bids which are not accepted shall be promptly returned.
5. **TITLE.** Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser at and when full and final payment is made, except that if the Invitation provides that loading will be performed by Lockheed, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-driven equipment requiring licensing, a certificate of release, Standard Form 97, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a State certificate of title), shall be furnished for each vehicle and piece of equipment.
6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the Invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall reimburse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to remove the property after the expiration of the period prescribed or allowed for removal, Lockheed, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge.
7. **DEFAULT.** If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the account of the defaulting Bidder. The bid deposit (if required in the Invitation) shall be applied against any such losses and expenses.
8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a "unit price" basis, Lockheed reserves the right to vary the quantity or weight delivered by fifteen percent (15%) from the quantity, or weight listed in the Invitation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
9. **WEIGHING.** Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder, Lockheed shall arrange for and pay all expenses of weighing material. All weighing charges shall be paid by the Purchaser. When removal is by truck, weighing shall be subject to supervision and accomplished on (a) Lockheed scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales or by other means acceptable to the railroad for freight purposes. Approved weighing shall establish the exact purchase price and govern the making of full payment thereon.
10. **RISK OF LOSS.** After mailing notice of award and prior to the date specified for removal, Lockheed shall be responsible only for the exercise of reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property or any extension approved in writing by Lockheed, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.
11. **LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY.** The messengers of Lockheed and Government liability in any case when liability of Lockheed and the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as Lockheed may have received.
12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement or representation by any representative of Lockheed changing or supplementing the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.
13. **ELIGIBILITY OF BIDDERS.** The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functional or supervisory responsibility for disposal of Lockheed's Government-owned inventory; (2) a member of the Armed Forces of the United States, including the United States Coast Guard, whose duties include any functional or supervisory responsibility for disposal of Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) an agent, employee or immediate member of the household of personnel in (1), (2) and (3) above.
14. **CLAIMS LIABILITY.** The Purchaser or Bidder agrees to save Lockheed and the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their agents, servants or employees, while in, upon, or about the sale of the property site on which the property sold or offered for sale is located, or while going to or departing from such area; and to save Lockheed and the Government harmless from and on account of damages of any kind which Lockheed may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while in or about the said area.
15. **SALES AND USE TAX LIABILITY.** In addition to the purchase price, Bidder shall pay to Lockheed the amount of any tax which Lockheed may be required to pay or collect as a result of the sale to or use by Bidder of property purchased by Bidder hereunder. All such taxes will be itemized separately on the billing document. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
16. **SCRAP WARRANTY.** With respect to all items of property purchased by bidder which are designated herein as scrap, Bidder agrees to execute a scrap warranty in the form outlined in DD Form 1639, Scrap Warranty (Illustrative in F-206.1639 of the ASPR), unless the requirement is waived by the Government in accordance with Section 24-204.3 of the ASPR.

GENERAL INFORMATION

1. **SPECIAL CONDITIONS OF SALE.** See cover sheet for information regarding any special sales conditions.
2. **SUBMISSION OF BIDS.** Bidders are encouraged to mail bids to allow receipt at Lockheed at least one day prior to bid opening. No bid or modification thereof received after the time set for opening will be considered except when a bid or modification arrives by mail after the time set for opening, but before award is made, and it is determined that non-arrival on time was due solely to delay in the mails for which the bidder was not responsible. Telegraphic bids will NOT be accepted. However telegraphic amendments to an acceptable bid may be considered provided the telegram is received by Lockheed prior to bid opening.
3. **TIE BIDS.** In the event two or more bids are tied as the high bid, award will be decided by a drawing or toss of coins, conducted by Government or Lockheed personnel.
4. **BID INFORMATION.** No information will be furnished as to the results of bids on any item until twenty four (24) hours after the bid opening.

In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof, including any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on this invitation to bid, if this bid be accepted within 15 calendar days after date of bid opening. (See Condition 3).

I the undersigned have read, understand, and agree to the above conditions.

BIDDER (FIRM NAME)		DATE	
SIGNATURE	TITLE	TELEPHONE NO.	
ADDRESS		CITY AND STATE	RESALE CERTIFICATE NO.

Bid(s) with respect to Item(s) No.

(is) (are) hereby accepted by Lockheed at the price(s) quoted and upon the Conditions contained herein.

APPROVED FOR AIR FORCE OR NAVY		LOCKHEED MISSILES & SPACE COMPANY, INC.	
BY	DATE	BY	DATE
TITLE		TITLE	

Date April 28, 1983

Lockheed
MISSILES
& SPACE
COMPANY,
INC.

Material to be picked up before May 13, 1983

Bay Area Drum Co.
1212 Thomas Ave.
San Francisco, CA 94124

Gentlemen:

Material
Sales
Order No. 22712

Subject: Bid Case #S -4482 Item(s) 1 lot Empty 55 Gal Drums

This is to advise you that your bid on the above Sales Case has been accepted.

Amount Due \$ 904.00

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All Items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

(☒) NET CASH ON RECEIPT OF DELIVERY

Payments may be made by Cash, Cashier's Check or Money Order at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P.O. Box 504, Sunnyvale, CA 94086, 0/41-20 B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on Cashier's Check or Money Order.

(☐) NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

(☐) PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.

(☐) THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon
Bruce Logsdon
Material Sales, 0/41-20
Bldg. 514, Phone (408) 743-0226

pd 5/9/83
cp# 3617

BL/cw

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

No. 227121

DATE April 28, 1963	ORDER NO. 7, 8, 7196	CHANGE ACCOUNT (1000 DOLLAR OTHERWISE NOTED)	RESALE PERMIT 320013-663228	SHIPPING CONTROL NO.
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SHIP TO

Bay Area Drum Co.
1212 Thomas Ave.
San Francisco, CA 94124

CHARGE TO

SHIP VIA

Customer Pickup

TERMS

Net cash on receipt of delivery

QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	Lot	SALE OF LMSC OWNED MTL. (DRUMS) 8-4402 EMPTY 55 GALLON DRUMS (200) Ref: RTS #03817 CREDIT: 90-8605-4120		\$ 904.00

CONSIGNEE NOTE: Title to items or material sold above shall pass upon delivery to buyer (or carrier) at seller's plant. Quantity variances must be reported to LOCKHEED MISSILES & SPACE COMPANY, INC., attention: Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this shipment.

INDEMNIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THIS PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEES) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

CONTAINERS			CONTAINER DIMENSIONS		
NUMBER	TYPE	GROSS WEIGHT	LENGTH	BIRTH	HEIGHT
SHIPPED VIA C.L.C.			BILL/LADING SHIPMENT DATE		

ORIGINATED BY

Carole Matus

AUTHORIZED BY

Bruce Lonsdon

APPROVED BY

D.L. Foley

FILLED OR PACKED BY

DATE

RECEIVED BY

DATE

RECEIVING TICKET

BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 5-26-83

No 2727

Received from LOCKHEED

Address _____

Acct. of: _____

QUANTITY	DESCRIPTION
200	55 GAL. = 1 OIL TOP BUNG
	55 GAL. # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. L.L. TALL
	55 GAL. F.O.T. L.L. SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. L.L.
200	TOTAL
	PER <u>Dave</u>

PAID

MATERIAL SALES ORDER

LOCKHEED MISSILES & SPACE COMPANY, INC.

No. 22895

DATE Oct. 3, 1983	SHIPMENT P.S. 7190	CHARGE ACCOUNT (LIST UNLESS OTHERWISE NOTED)	RESALE PERMIT SRM19-643228	SHIPPING CONTROL NO.
-----------------------------	--------------------	--	--------------------------------------	----------------------

SHIP TO Bay Area Drum Inc. 1212 Thomas Ave. San Francisco, CA 94124	SHIP TO
---	---------

SHIP VIA Customer Pickup	TERMS Net cash on delivery
------------------------------------	--------------------------------------

QUANTITY	UNIT	MATERIAL DESCRIPTION	UNIT COST	TOTAL PRICE
1	Lot	<u>SALE OF LMSC OWNED MTL. (DRUMS) 8-4340</u> EMPTY 55 GALLON DRUMS (200) Ref: RTE #03839 CREDIT: 90-2852-4120		\$800.00

CONSIGNEE NOTE: Title to items or material sold above shall pass upon delivery to buyer (or carrier) at seller's plant. Quantity variances must be reported to LOCKHEED MISSILES & SPACE COMPANY, INC., attention: Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this shipment.

DISCLAIMER

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. (LMSC) as to the condition of said articles, (3) that Buyer has examined said articles and understands that the same may be hazardous, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OSHA STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIOLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THIS PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEES OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF LMSC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR KIND RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

SPECIAL INSTRUCTIONS

*Pick up
10-14-83*

CONTAINERS			CONTAINER DIMENSIONS		
NUMBER	TYPE	GROSS WEIGHT	LENGTH	WIDTH	HEIGHT
SHIPPED VIA			BILL/LADING SHIPMENT DATE		

ORIGINATED BY
Carole Wain
 AUTHORIZED BY
Bruce Leggett
 APPROVED BY
D.L. Foley

FILLED OR PACKED BY	DATE	RECEIVED BY	DATE
---------------------	------	-------------	------



BAY AREA DRUM CO., INC.
1212 THOMAS AVENUE
SAN FRANCISCO, CALIFORNIA 94124
415-822-3955

DATE	INVOICE	AMOUNT
	<i>Bill Case # 9-4340</i>	
	<i>Material Sale # 22895</i>	
	<i>Thank you</i>	

11 35
1210

4101

PAY 800 DOLS 00 CTS DOLLARS

TO
THE ORDER
OF

Lockheed Missiles & Space

P.O. Box 504

Sunnyvale, Ca. 94086

BANK OF AMERICA SOUTH SAN FRANCISCO BRANCH
SOUTH SAN FRANCISCO, CA. 94080

DATE *October 14, 1983* \$ *800.⁰⁰*

David H. Cannon

Other CBI

RECEIVING TICKET

BAY AREA DRUM CO. Inc.



Drums Bought, Sold and Reconditioned

1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955

☒ PURCHASED ☐ INVENTORY

Date 10-14-83

No 2905

Received from LOCKHEED

Address _____

Acct. of: _____

QUANTITY.	DESCRIPTION
	55 GAL. = 1 OIL TOP BUNG
<u>200</u>	55 GAL. = 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. LL. TALL
	55 GAL. F.O.T. LL. SHORT
	55 GAL. F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. LL.
<u>200</u>	TOTAL PER <u>Dave</u>

Lockheed
MISSILES
& SPACE
COMPANY

INVITATION TO BID

P.O. BOX 584
SUNNYVALE, CALIFORNIA 94088

Date: OCTOBER 12, 1984

Case No.: S-4699

Subject to the instructions and provisions herein contained, including the terms and conditions stated upon the reverse side hereof, Lockheed Aircraft Corporation, on behalf of the Lockheed Missiles & Space Company, will receive bids, for the purchase of Government owned or controlled property described below and/or on the attached list.

Bids will be opened in the presence of bidders and Air Force and/or Navy representatives at Lockheed Missiles & Space Company, MILPITAS facility, at 1:00PM. OCTOBER 31, 1984. The undersigned (hereinafter sometimes referred to as "Bidder") submits the following bid or bids.

ITEM NO.	ARTICLES FOR SALE	EST. QTY.	UNIT	BID PER UNIT	TOTAL BID
1	EMPTY 55 GALLON DRUMS (200 each in lot) Ref: RTS #03913 Condition: Used Good	1	LOT		

Bid forms should be legibly written and ONE(1) executed copies returned to Lockheed in the enclosed envelope. If you do not wish to bid on the described property then return the enclosed envelope marked "NO BID" and your return address, to indicate your desire to remain on our bidders list. Property is located at RECLAMATION YARD, SUNNYVALE, CA. Property may be inspected from 9 A.M. to 11 A.M. and 1 P.M. to 3 P.M. Mondays through Fridays, holidays excepted. For information contact BRUCE LOGSDON, Phone: (408) 743-0226 All property purchased must be removed within FIFTEEN(15) calendar days after mailing of notice of acceptance.

GENERAL SALES TERMS AND CONDITIONS

1. **INSPECTION.** The Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that Lockheed Aircraft Corporation on behalf of the Lockheed Missiles and Space Company (hereinafter referred to as Lockheed) shall load, then "where is" means f.o.b. conveyance at the point specified in the invitation. The description is based on the best available information. However, Lockheed makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.
3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (sixty (60) calendar days if no period is specified by Lockheed or by the Bidder, but not less than (10) calendar days in any case) and that during such period his bid will remain firm and irrevocable. The right is reserved to reject any or all bids, to waive any technical defects in bids, and unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the invitation otherwise provides, bids may be submitted on any or all items. However, unless the invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.
4. **PAYMENT.** Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event that any adjustment is made pursuant to Condition No. 8, payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by purchaser (if a bid deposit was required) under the invitation (or otherwise the full purchase price) shall be paid to Lockheed in lawful money of the United States of America. Lockheed reserves the right to apply any bid deposit made under this invitation by a Bidder against any amounts due Lockheed under a contract awarded by Lockheed under this invitation for bid. In those instances where the total sum becoming due to Lockheed from the Purchaser on a contract awarded to him under the invitation is less than the total amount deposited with his bid, the difference shall be promptly refunded. Deposits accompanying bids which are not accepted shall be promptly returned.
5. **TITLE.** Unless otherwise specified in the invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the invitation provides that loading will be performed by Lockheed, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-driven equipment requiring licensing, a certificate of release, Standard Form 97, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a State certificate of title), shall be furnished for each vehicle and piece of equipment.
6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall reimburse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to remove the property after the expiration of the period prescribed or allowed for removal, Lockheed, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge.
7. **DEFAULT.** If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the account of the defaulting Bidder. The bid deposit (if required in the invitation) shall be applied against any such losses and expenses.
8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a "unit price" basis, Lockheed reserves the right to vary the quantity or weight delivered by fifteen percent (15%) from the quantity or weight listed in the invitation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
9. **WEIGHING.** Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder, Lockheed shall arrange for and pay all expense of weighing material. All weighing charges shall be paid by the Purchaser. When removal is by truck, weighing shall be subject to supervision and accomplished on (a) Lockheed scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales or by other means acceptable to the railroad for freight purposes. Approved weighing shall establish the exact purchase price and govern the making of full payment thereon.
10. **RISK OF LOSS.** After mailing notice of award and prior to the date specified for removal, Lockheed shall be responsible only for the exercise of reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property or any extension approved in writing by Lockheed, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.
11. **LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY.** The measure of Lockheed and Government liability in any case when liability of Lockheed and the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as Lockheed may have received.
12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement or representation by any representative of Lockheed changing or supplementing the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.
13. **ELIGIBILITY OF BIDDERS.** The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functional or supervisory responsibility for disposal of Lockheed's Government-owned inventory; (2) a member of the Armed Forces of the United States, including the United States Coast Guard, whose duties include any functional or supervisory responsibility for disposal of Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) an agent, employee or immediate member of the household of personnel in (1), (2) and (3) above.
14. **CLAIMS LIABILITY.** The Purchaser or Bidder agrees to save Lockheed and the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of, and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their agents, servants or employees, while in, upon, or about the sale of the property or the property sold or offered for sale is located, or while going to or departing from such areas; and to save Lockheed and the Government harmless from and on account of damages of any kind which Lockheed may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while in or about the said sites.
15. **SALES AND USE TAX LIABILITY.** In addition to the purchase price, Bidder shall pay to Lockheed the amount of any tax which Lockheed may be required to pay or collect as a result of the sale to or use by Bidder of property purchased by Bidder hereunder. All such taxes will be itemized separately on the billing document. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
16. **SCRAP WARRANTY.** With respect to all items of property purchased by bidder which are designated herein as scrap, Bidder agrees to execute a scrap warranty in the form contained in DD Form 1639, Scrap Warranty (illustrated in F-200.1639 of the ASPR), unless the requirement is waived by the Government in accordance with Section 24-204.3 of the ASPR.

GENERAL INFORMATION

1. **SPECIAL CONDITIONS OF SALE.** See cover sheet for information regarding any special sales conditions.
2. **SUBMISSION OF BIDS.** Bidders are encouraged to mail bids to allow receipt at Lockheed at least one day prior to bid opening. No bid or modification thereof received after the time set for opening will be considered except when a bid or modification arrives by mail after the time set for opening, but before award is made, and it is determined that non-arrival on time was due solely to delay in the mails for which the bidder was not responsible. Telegraphic bids will NOT be accepted. However telegraphic amendments to an acceptable bid may be considered provided the telegram is received by Lockheed prior to bid opening.
3. **TIE BIDS.** In the event two or more bids are tied as the high bid, award will be decided by a drawing or toss of coins, conducted by Government or Lockheed personnel.
4. **BID INFORMATION.** No information will be furnished as to the results of bids on any item until twenty four (24) hours after the bid opening.

In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof, including any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on the invitation to bid, if this bid be accepted within 15 calendar days after date of bid opening. (See Condition 3).

I the undersigned have read, understand, and agree to the above conditions.

BIDDER (PRINT NAME)		DATE	
SIGNATURE	TITLE	TELEPHONE NO.	
ADDRESS	CITY AND STATE	REBATE CERTIFICATE NO.	

Bid(s) with respect to item(s) No.

(is) (are) hereby accepted by Lockheed at the price(s) quoted and upon the Conditions contained herein.

APPROVED FOR AIR FORCE OR NAVY		LOCKHEED MISSILES & SPACE COMPANY, INC.	
BY	DATE	BY	DATE
TITLE	TITLE	TITLE	TITLE

Lockheed Martin Space Systems
1111 Lockheed Martin Way
Sunnyvale, CA 94089

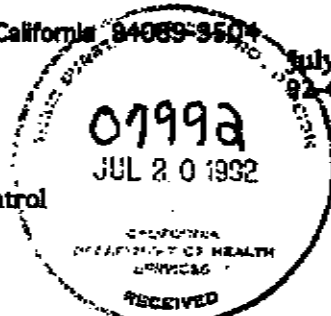


Exhibit B



1111 Lockheed Way, Sunnyvale, California 94089-3504

Ms. Monica Gan
Staff Services Analyst
Site Mitigation Branch
Cal-EPA, Dept. of Toxic Substances Control
700 Heinz Ave., Bldg. F
Berkeley, CA 94710



July 17, 1992
92-4710-30509

SUBJECT: RESPONSE TO DTSC LETTER, DATED 5/22/92, REQUESTING INFORMATION FROM COMPANIES WHO DID BUSINESS WITH BADC

REFERENCES:

- (1) LETTER TO DTSC FROM H. K. WILLARD, LMSC, DATED 6/4/92;
REQUEST FOR COPY OF ALL DTSC RECORDS ON TRANSACTIONS
BETWEEN BADC AND LOCKHEED AND REQUEST FOR TIME EXTENSION
TO RESPOND TO DTSC LETTER DATED 5/22/92
- (2) LETTER TO DTSC FROM H. K. WILLARD, DATED 6/17/92;
DOCUMENTATION OF GRANTED EXTENSION

Dear Ms. Gan:

This letter is in response to the DTSC request, dated May 22, 1992, requiring that Lockheed Missiles and Space Company Inc., (LMSC) provide information about transactions between LMSC and BADC. On June 15, 1992, DTSC granted LMSC a 30-day extension (until July 21, 1992) to submit our response.

We have performed a thorough search of LMSC records and have found no records indicating a business relationship between the parties. However, we have obtained verbal information about a business relationship between the parties from interviewing long-term LMSC employees who worked at the LMSC reclamation yard and at our Material Sales Department at that time. These LMSC employees recall that LMSC had sold empty drums to BADC in the early 1980s.

Our review of the available DTSC records indicates that between 1980 and 1983 LMSC sold empty "#1 and #2 oil-top bung" 55-gallon drums in "good condition". The average price LMSC received for the drums was \$4.80 per drum (price ranged from \$4.00 to \$5.51 per drum). Upon observing that BADC sometimes paid considerably less for other parties' drums, this price appears to indicate that the drums were of very good quality.

The following answers are in response to the questions posed to LMSC in the DTSC letter dated May 22, 1992. The DTSC questions are reiterated, in italics, and our answers follow.

Page 2
Ms. Monica Gan
July 17, 1992

1.

Q: *The approximate number of drums shipped to BADC between 1948 through 1987*

A: LMSC has been in Northern California since 1956. We have searched our available records for this period and have found no records indicating that drums were sent to BADC. Based on the DTSC records the approximate number of drums sold by LMSC to BADC between 1980 and 1983 was 1200.

2.

Q: *The nature of the substances contained in the subject drums*

A: The drums sold to BADC were empty and are believed to have originally contained virgin oil prior to being emptied.

3.

Q: *The type and capacity of each drum*

A: Based on the DTSC records the empty drums were "#1 and #2 oil-top bung 55-gallon drums in good condition". According to an interview with an LMSC employee, the LMSC drums handled for sale during the period of sale were of the 55-gallon 17E steel type.

4.

Q: *The disposition of the subject drums after the substances were used*

A: The drums in question were emptied and sold to BADC. LMSC has no information about the disposition of the drums after they were sold to BADC.

5.

Q: *The residual level in each drum after they were shipped offsite*

A: The drums sold to BADC were empty.

6.

Q: *Methods used to determine the residual levels in each drum*

A: At that time, the LMSC standard operating practice was to pump out oil from drums then to turn the drums upside down on a sloped concrete pad. The common practice was to have drums remain upside down overnight and drain until emptied. Any residual oil was drained during this time through an opening into a concrete sump, which was located beneath the concrete pad.

7.

Q: *Were drums sent to the BADC for reconditioning?*

A: The empty drums were sold to BADC for an average price of \$4.80 each and we have no information on what BADC did with them once they bought them. LMSC did not send drums to BADC for reconditioning and return to LMSC for our re-use.

Page 3
Ms. Monica Gan
July 17, 1992

8.

Q: *Were drums sent to the BADC for disposal?*

A: No, the empty drums were not sent to BADC for the purpose of disposal.

If you have any questions or require additional information please contact me at (408) 742-7661 or Marty Laporte at (408) 742-0271, or at the address below.

Sincerely,

LOCKHEED MISSILES & SPACE COMPANY, INC.



H. K. Willard
Supervisor
Environmental Protection Programs
LMSC -O/47-10 B/101
P.O. Box 3504
Sunnyvale, CA 94088-3504

cc:
Susan Bertken
Senior Staff Attorney
Dept. of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95814